

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.1380 of 2018

Ravindra Kumar @ Ravindra Kumar Yadav Son of Gulab Chand Yadav,
Resident of Rajendra Prasad Road, BHagalpur Near Khalifabag, Police
Station-Kotwali, District-BHagalpur.

... .. Petitioner/s

Versus

Baij Nath Ram Jiloka Son of Late Badri Prasad Singhanian, Resident of
Mohalla-Khalifabagh at D.N. Singh Road, Police Station-Kotwali, District-
Bhagalpur.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Shailendra Kumar Dwivedi
For the Respondent/s : Mr.

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

4 08-12-2022 Petitioner is defendant/tenant in an eviction suit bearing Title Eviction Suit No. 10 of 2016 pending before learned Munsif 2nd, Bhagalpur. He is aggrieved by an order dated 09.07.2018 by which the learned trial court has directed the petitioner to pay arrears of rent for the period from April 2014 to June 2018 and the current rent month to month within a period of 15 days failing which the defence of the petitioner would be struck off.

2. The respondent/plaintiff filed a petition in the aforesaid suit under Section 15 of Bihar Buildings Control Act stating therein that the rent of Rs. 1100/- per month was paid by the petitioner up to March 2014 and the rent receipt thereof was granted by Respondent. The petitioner stopped the payment of rent from April 2014. The plaintiff filed the aforesaid petition on 12.02.2018 claiming arrears of rent and the current rent.



3. Learned counsel for the petitioner submits that the petitioner was paying the monthly rent of the shop in question to the respondent/plaintiff timely and regularly but during the period October 2013 to November 2013 the petitioner supplied the electric goods worth about Rs. 1,16,245.15/- to the respondent/landlord and it was assured by the respondent that he would adjust the amount of electric goods in the monthly rent from March 2014. He further submits that as per oral contract between landlord and tenant the value of electrical goods supplied by the petitioner was to be adjusted in the monthly rent.

4. The petitioner has filed a money suit against respondent/plaintiff bearing Money Suit no. 02 of 2017 *inter-alia* seeking a money decree of Rs. 1,16,245.15/- with interest @ 12% per annum.

5. I have heard learned counsel for the petitioner and have perused the material on record. The relationship of landlord and tenant between the parties has not been denied by the petitioner. The petitioner has also accepted that he paid rent fixed by the landlord up to March 2014, but now the claim of the petitioner is that between October 2013 and November 2013 the petitioner supplied goods to the respondent with an assurance/oral contract that the value of electrical material



supplied to the extent of Rs. 1,16,245.15/- would be adjusted towards the rent.

6. Admittedly, the petitioner has filed separate money suit for recovery of a sum of Rs. 1,16,245.15 from the respondent/landlord against the supply of electrical materials to him. Section 15 of Bihar Buildings Control Act empowers the court to pass an order for payment of arrears of rent and the current rent.

7. Petitioner has failed to produce any material to show that as per the tenancy agreement the value of purchases made by the landlord from the shop of the petitioner shall be adjusted in the rent. On the contrary, the petitioner has filed a money suit for recovery of entire amount of Rs. 1,16,245.15 which according to the petitioner that he supplied the electronic goods worth Rs. 1,16,245.15 to the landlord. A money suit has been filed in the year 2017 by the petitioner and as per the claim of the petitioner itself that he supplied the goods in the year 2013 which was to be adjusted from March 2014, but at the time of filing of the money suit the petitioner claimed the entire amount of Rs. 1,16,245.15 from the landlord/respondent with interest at the rate of 12% per annum without adjusting the rent payable for between the period from March 2014 till filing of the money suit in 2017.



8. The statutory time prescribed under Section 15 of Bihar Buildings Control Act for payment of the arrears of the rent and current rent is 15 days. The relationship of tenant and landlord between parties is not disputed and also the last rent paid. The supply of goods by the tenant to the landlord as claimed in the present case is a separate transaction and from very conduct of the petitioner it transpires that the petitioner has not adjusted the rent payable by him at the time of filing of the money suit in the year 2017. Admittedly, rent has fallen due from March 2014.

9. Accordingly, in my opinion the petitioner is not absolved of his obligation to pay the rent due and monthly rent on the basis of last rent paid. In the result, the impugned order does not require any interference by this court, this application is accordingly dismissed.

(Anil Kumar Sinha, J)

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